

EXHIBIT

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**UNITED ASSOCIATION
LOCAL UNION NO. 118**

June 1, 2023 - May 31, 2025

LABOR AGREEMENT



**UNITED ASSOCIATION
STANDARD FORM OF AGREEMENT FOR THE
PLUMBING & PIPEFITTING INDUSTRY**

TABLE OF CONTENTS

Article I	Length & Purpose of Agreement	2
Article II	Geographical Jurisdiction	2
Article III	Economic Package	3
Article IV	Recognition	6
Article V	Union Security	7
Article VI	Management Rights	8
Article VII	Trade or Work Jurisdiction	10
Article VIII	No Strike, No Lockout	13
Article IX	Grievance & Arbitration Procedure	13
Article X	Referral & Hiring Procedure	15
Article XI	Wages	17
Article XII	Hours of Work, Overtime & Shift Work	19
Article XIII	Payday, Accountability & Termination	21
Article XIV	Supervision	22
Article XV	Supplemental Defined Contribution	22
Article XVI	Health & Welfare Fund	23
Article XVII	Pension Fund	27
Article XVIII	Education Fund	27
Article XIX	Industry Development Fund	28
Article XX	Jointly Administered Fringe Benefit Funds	28
Article XXI	Work Rules & Miscellaneous Provisions	31
Article XXII	Fabrication	35
Article XXIII	Subcontracting	36
Article XXIV	Duration, Termination & Renewal of Agreement	36
Article XXV	Travel	37
Article XXVI	Jury Duty	38
Article XXVII	Substance Abuse Policy	38
Article XXVIII	401-K Trust Fund	40
Appendix	A	41

**UNITED ASSOCIATION
STANDARD FORM OF AGREEMENT
2023-2025 LABOR AGREEMENT**

It is mutually understood that the public can best be served and progress maintained and furthered in the Plumbing and Pipefitting Industry only if there is a sound, reasonable and harmonious working arrangement between the employer and employee. This agreement, therefore, is made and entered into by and between the Mechanical Contractors, S E, Inc. (Hereinafter referred to as "Association") acting for and on behalf of its members and other contractors represented by the Association (such members and contractors hereinafter referred to as "employers"), and Plumbers and Steamfitters Local Union #118 of the United Association of Journeymen & Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada (hereinafter referred to as "Union").

**ARTICLE I
LENGTH & PURPOSE OF AGREEMENT**

Section 1.1 This Agreement, made this 1st day of June 2023 shall be effective from June 1, 2023 to May 31, 2025. Contract to re-open for wages only in June 2024, and the CBA may be re-opened in June 2025.

Section 1.2 The purpose of this Agreement is to establish the wages, hours, and other conditions of employment, and to establish rules and procedures for the settlement of disputes and differences between the parties and to secure at all times a sufficiency of skilled journeymen so that the employers may have sufficient, capable employees and the employees may have as much continuous employment as possible, thereby preventing waste and unnecessary expenses, annoyance or delay caused by strikes, lockouts or other labor-management disputes.

**ARTICLE II
GEOGRAPHICAL JURISDICTION**

Section 2.1 The jurisdictional area covered by this Agreement is the same territorial jurisdiction allocated to the Local Union by the United Association.

Section 2.2 Racine, Kenosha and Walworth Counties.

ARTICLE III

ECONOMIC PACKAGE

Section 3.1 Education Fund contribution per hour effective June 1, 2014, \$1.20 by employer from the total package. (Refer to table for current rates.)

Section 3.2 Effective June 20, 2011, contributions of .05¢ per hour by the Employer and .75¢ per hour by the employee will be made to the Industry Development Fund. (Refer to table for current rates.)

LOCAL 118 WAGE PACKAGE EFFECTIVE 06-1-2023

	<u>Journeyman</u>	<u>Foreman</u>	<u>General Foreman</u>
Base	\$50.50	\$54.54	\$56.56
Pension	11.75	11.75	11.75
Supplemental Defined Contribution	.50	.50	.50
Health	11.37	11.37	11.37
Education	1.85	1.85	1.85
I.D.F. (.05 employer)	1.88	1.88	1.88
	<hr/> \$77.85	<hr/> \$81.89	<hr/> \$83.91

Section 3.3 Apprentices

(Please only keep this schedule of apprentices the 5 year schedule is no longer in play)

New Apprentice Wages as of State Approval - Indentured
After 6/1/07:

- 1st year — 45% of Journeyman Wage Rate*
- 2nd year — 55% of Journeyman Wage Rate*
- 3rd year — 60% of Journeyman Wage Rate
- 4th year — 65% of Journeyman Wage Rate
- 5th year — 75% of Journeyman Wage Rate

*Refer to Article 16.1

Apprentices exempt from Pension for first year.

The Joint Apprenticeship & Training Committee shall be entitled to assign apprentices to qualified employers on the following ratio:

One Apprentice for Two Journeymen

The Joint Apprenticeship & Training committee shall adjust this ratio in order to keep any and all registered apprentices reasonably and continuously employed.

Section 3.4 Supervision

Foreman shall be 8% more than the Journeyman's base pay.
General Foreman shall be 12% more than the Journeyman's base pay.

Section 3.5

- 7:00 a.m. to 3:30 p.m.
- or 8:00 a.m. to 4:30 p.m. Straight Time
- 3:30 p.m. to 7:00 p.m.
- or 4:30 p.m. to 8:00 p.m. Time and One Half
- 7:00 p.m. to 7:00 a.m.
- or 8:00 p.m. to 8:00 a.m. Double Time
- Saturdays, 8:00 a.m. to 4:30 p.m. Time and One Half
- Saturdays, 4:30 p.m. to 8:00 a.m. Monday Double Time

Sundays	Double Time
Holidays (refer to Section 12.4)	
Refer to Section 12.2 for make up work day language.	
Residential and commercial Service Work only:	
Time and one half for all overtime work performed after 4:30 p.m. and before Midnight. Double time for Midnight to 6:00 a.m. At no time will premium time be paid on premium time.	

Section 3.6 Holidays

For specific provisions governing holidays, refer to Article XII, Section 12.4.

For the specific provisions governing the economic package, refer to Articles XI, XII, XIII, XV, XXV, XVI, XVII, XVIII, & XIX.

ARTICLE IV

RECOGNITION

Section 4.1

The Union has claimed and demonstrated and the employers, both individually and as a group, are satisfied and acknowledge that the Union represents a majority of the employer's employees in classifications of work covered by this Agreement. Therefore, the Association and the employers hereby recognize Local Union No. 118 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada as the exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act for all employees performing work within the bargaining unit covered by this Agreement on all present and future job sites within the Union's geographic jurisdiction.

Section 4.2

The Union and Employees hereby recognize the Mechanical Contractors S E, Inc. as the sole and exclusive bargaining representative for all of its employer members and for those non-member contractors that have furnished the Association with collective bargaining authorizations.

ARTICLE V

UNION SECURITY

Section 5.1

All employees, members of the Union, now in the employ of the employer shall remain members in good standing in the Union during the term of this Agreement. All employees covered by this Agreement, hereinafter employed by the employer must make application to the Union by the eighth (8th) day as applicable to Federal law, and shall remain members of the Union in good standing during the term of this Agreement. In interpreting good standing, an employer shall not discharge any employee for non-membership in the union: (a) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) that the employer has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Where the Union requests the discharge of an employee pursuant to this section, the Union shall, if requested, provide information substantiating that an employee has failed to comply with the membership requirements of this section.

Section 5.2

Whenever and to the extent that Article V of this Agreement establishing Union membership as a condition of employment is or becomes inapplicable by reason of the law of any State, all journeymen and apprentices now in the employ of the employer or hereinafter, employed by the employer shall have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall cause or attempt to cause any discrimination against any journeyman

or apprentice as regards such matters.

Section 5.3

Either party to this Agreement shall have the right to reopen the negotiations pertaining to Union Security when the Federal Laws applicable thereto have been changed by giving the other party thirty (30) days written notice.

Section 5.4

Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, provided they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Union representative complies with customer rules.

ARTICLE VI

MANAGEMENT

Section 6.1

It is the intent of all parties to this Agreement that the employee will furnish a full fair day's work for a day's pay.

Section 6.2

Management shall be the sole determiner of the size and composition of the work force. For supervision refer to Article XIV. Management shall have prerogative of controlling its operation, introducing new or improved methods or facilities, and changing methods or facilities, subject to the limitations set forth in this Agreement.

Section 6.3

The Union shall not approve of any employee performing any plumbing, heating, cooling or pipe work after his regular working hours for other than his current employer.

MEMORANDUM OF UNDERSTANDING

YOUTH APPRENTICE (age 16 - 19 enrolled in High School)

Establish a new category called “Youth Apprentice, or YA. The compensation of the YA will be based on 25% of the journey worker base. The employer will contribute to the Education Fund at 10% of the JW rate ($\$1.85 \times 0.1 = \0.19 for 2022 - 2023) on behalf of the YA. The employer will withhold and remit to the Union dues at 10% of the JW rate ($\$1.65 \times 0.1 = \0.17 per hour for 2022 - 2023). The YA will be selected from a Local 118 Sponsored Youth Apprenticeship. YAs are to be under the supervision of a plumber or steamfitter on the job or as directed by management while working in the shop.

Occupational Scope

1. General housekeeping
2. Systems operation under contract with a customer (filter changes, etc.)
3. Loading, unloading, distributing, and stockpiling materials and equipment, including relocation of stockpiles and inventory.
4. Loading and unloading of tools.
5. Tool repair, cleaning, and pick-up activity.
6. Digging, cutting, drilling, patching, and grouting. See YA guidelines for equipment allowed.
7. Painting, stenciling, tagging equipment, piping, and valves.
8. All work not covered by the Local 118 Area Agreement or Collective Bargaining Agreement (CBA).
9. The Youth Apprentice shall only perform the above duties.

The ratio of Youth Apprentices to Journey workers and Apprentices shall be 1:4. The ratio applies to field personnel only.

The Youth Apprenticeship is a 24-month program to prepare the YA for a Registered Apprenticeship. With the help of the JAC, it is the employer's responsibility to make every effort to qualify the YA. Youth Apprentices will be subject to biannual reviews by the JAC and the Employer. Upon completion of

the 24th month, and with the recommendation of the JAC, the YA shall become a Registered Apprentice. If the JAC finds the YA is not qualified for an apprenticeship, the JAC, at its discretion, may terminate the youth apprentice or commute them to Y&W for six months. A contractor or requesting a 6-month extension must be present at the YA's final review. If the YA is commuted to Y\$W, the employer must continue contributing to the Education Fund at the YA rate. Work hours recorded in the YA will be credited to the required work hours of the apprenticeship. Course credits may be applied if a YA course is similar in content and hour to a course required in the apprenticeship. The JAC must approve any credits given for hours or course content.

The willingness of the Union to agree to utilize a Youth Apprentice is a show of concern for our industry. It is a good-faith effort on the Union's part to retain, recover or gain work for its members and the Employer. The Union reserves the right to terminate the YA program if it fails to achieve its intended purpose. The Employer who accepts and utilizes this agreement must do so in good faith. Misuse by any Employer of the privilege that the Union hereby extends shall constitute a violation of the agreement. The Union may immediately withdraw any or all Youth Apprentices from the Employer without notice or hearing.

ARTICLE VII

TRADE OR WORK JURISDICTION

Section 7.1

This Agreement covers the rates of pay, hours and working conditions of all employees engaged in the installation of all plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, testing, balancing, dismounting, repairing, reconditioning, adjusting, altering, servicing, and handling, unloading, distributing, tying on, and hoisting of all piping materials by any method, including all hangers and supports of every

description and all other work included in the trade jurisdiction of the United Association, as set forth in Appendix A which is incorporated herein and made part of this Agreement.

Section 7.2

Establish a new category called "Yard and Warehouse Employee" who will be paid at the rate of 35% of Journeyman rate plus welfare*. The Employee will be taken from the apprenticeship list or an employee of employer's choice. The Yard and Warehouse Employees are to be under the supervision of a plumber or pipefitter on the job or as directed by management while working in the shop.

*J-Rate, new employees hired after June 1, 1995, per Wisconsin Pipe Trades Health Fund, Summary Plan Description (SPD). Also, refer to Article 16, Section 16.1 of this agreement.

Occupational Scope

- a. General housekeeping
- b. Systems operation under contract with customer (filters changing, etc.)
- c. Loading, unloading, distribution and stockpiling of materials and equipment, including relocation of stockpiles and inventory.
- d. Loading and unloading of tools.
- e. Tool repair, cleaning and pick-up activity.
- f. Cutting, patching and grouting of concrete, wood or masonry holes.
- g. Coring and setting of shields under direction of foreman or journeyman on the jobsite.
- h. Setting up and tearing down minor scaffold when permitted.
- i. Aid in all manual labor necessary for rigging, hoisting, lifting and positioning heavy equipment.
- j. All unskilled labor related to piping and plumbing, including fire watch.
- k. Painting, stenciling and tagging of equipment, piping and valves.
- l. The ratio of Yard and Warehouse Employee to

J Journeyman and Apprentice shall be . . .

1-3	4-7	8-14	15-20	21-24	25-29	30-35	36+
1	2	3	4	5	6	7	8

Ratio only applies to field personnel.

The Yard and Warehouse Employee shall only perform the above duties. Representatives of the Employer association and the Union may, however, mutually agree that a Yard and Warehouse Employee can perform additional duties and the above description of a Yard and Warehouse Employee duties should be modified accordingly.

The willingness of the Union to agree to utilize a Yard and Warehouse Employee is a show of concern to our Industry and is a good faith effort on the Union's part to retain, recover or gain work for its members and the Employer. The Employer who accepts and utilizes this provision of the agreement must do so in good faith. Misuse by any Employer of the privilege that is hereby extended by the Unions shall constitute a violation of the agreement as a whole and the Union may immediately withdraw all Yard and Warehouse Employees from the job without notice or hearing.

Section 7.3

Equipment used on building and construction work in conjunction with the work of the trade, as a time and labor saving device, shall be operated by employees covered by this Agreement.

Section 7.4

The operation of pumps, air compressors and welding machines when used in conjunction with the work covered by this Agreement shall be done by employees covered by this Agreement. The testing and balancing of all plumbing and pipefitting systems or component parts thereof shall be done by qualified employees covered by this Agreement.

Section 7.5

It is understood that the settlement of Jurisdictional disputes with other building trades or organizations shall be adjusted in accordance with the procedure established by the

Impartial Jurisdictional Disputes Boards or any successor agency of the Building and Construction Trades Department.

Section 7.6

It is understood that a trade or craft disputes in a United Association Local Union or between two or more United Association Local Unions shall be adjusted and decided in accordance with the procedure established in Section 4 of the Constitution of the Union Association.

Section 7.7

There shall be no work stoppage because of jurisdictional disputes.

ARTICLE VIII

NO STRIKE, NO LOCKOUT

Section 8.1

During the term of this Agreement, each of the Signatory parties agrees that there will be no strikes, work stoppages or lockouts by members of the Union or by the Employer provided, however, the Union may strike where an Employer fails to pay wages in full and on time or the Union has been advised by the administration officer of the fringe benefit funds in accordance with Section 20.4, that an Employer is delinquent in the payment of fringe benefits.

Section 8.2

This no strike, no lockout commitment is based upon the agreement by both parties to be bound by the grievance and arbitration provisions of this Agreement.

ARTICLE IX

GRIEVANCE AND ARBITRATION PROCEDURE

Section 9.1

In the event of any dispute between parties of this Agreement as to the rights and/or obligations under this Agreement, a representative of Local #118 and a representative of the Employer shall be immediately notified. Every effort possible

shall be made by these individuals to settle the dispute before the subsequent provisions of this Article are invoked.

Section 9.2

In the event that a dispute is not settled under the provisions of Section 9.1, it shall be referred to the Joint Grievance Committee composed of three representatives of the Union and three representatives of the Association. Said Committee shall meet within two working days following receipt of written notice to the Union and to the Association from either of the parties to the dispute. The Joint Grievance Committee reserves the right to make the final decision in any dispute and final interpretation of any of the provisions of this Agreement.

Section 9.3

(a) In the event a grievance is not satisfactorily settled by the Joint Grievance Committee within five (5) working days after having been first considered by such Joint Grievance Committee, the Union or the Association may elect to submit such grievance to impartial arbitration by notifying the other party and the affected Employer in writing to that effect. The Union and the Association may mutually agree to a permanent impartial arbitrator. If they have not agreed to a permanent arbitrator, the Union and Association shall thereupon select a disinterested person to act as an impartial arbitrator for such grievance. If the Union and the Association cannot agree upon such impartial arbitrator within five (5) working days after a grievance has been referred to impartial arbitration, then such impartial arbitrator shall be selected from a list of five (5) arbitrators to be furnished by the Federal Mediation and Conciliation Service*, and 1 selection to be effected by the parties alternatively striking names from such list and the person whose name remains on the list after four (4) having been so stricken shall be the impartial arbitrator. Such selection of the impartial arbitrator shall be effected within five (5) days (excluding Saturdays, Sundays and Holidays) after receipt of the list from the Federal Mediation and Conciliation Service.

*In lieu of the Federal Mediation and Conciliation Service, the

parties can obtain a list from any of the following: A State Employment Relations Committee or the American Arbitration Association.

(b) The decision or award of the impartial arbitrator shall be final and binding upon all parties. The impartial arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

(c) Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and expenses of the arbitration shall be borne equally by the parties hereto. Any stenographic record or transcript shall be paid for by the party or parties ordering the transcript.

Section 9.4

Any time limits provided for in the grievance and arbitration procedure set forth in this Article may be waived or extended by mutual agreement between the union and the Association.

Section 9.5

It shall not be a violation of this Agreement, or of the no-strike clause, if members of Local #118 refuse to cross a lawful primary picket line. Where such a picket line has been set up, every possible effort shall be made by the Business Representative to make arrangements which will permit the employees subject to this Agreement continue to work.

ARTICLE X

REFERRAL AND HIRING PROCEDURE

Section 10.1

In the referral of applicants, the Employer shall be the sole judge of the number of employees required.

Section 10.2

The Employer agrees to be bound by the referral practices in the local area.

Section 10.3

The Employer shall request the local union to refer competent and skilled journeymen, apprentices and, to the best of

its ability, the Union will refer personnel qualified for the work for which they were requested.

Section 10.4

The selection of applicants for referral to jobs shall be on a non-discriminatory basis and in accordance with the President's Executive Order 11246, as amended, and Title VII of the Civil Rights Act of 1964 and shall not be based on or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policy or requirement.

Section 10.5 Referral of People

Upon the request of a contractor for plumbers or pipefitters, the Union shall immediately refer competent and qualified registrants to that contractor in sufficient number required by the Contractor, in the manner and under the conditions specified in this Agreement, from the separate appropriate out-of-work list on a first in, first out basis, that is, the first person registered shall be the first person referred except that:

- (a) Requests by contractors for specific people shall be honored without regard to the requested person's place on the out-of-work list. This option to be utilized once every 30 days per craft.
- (b) Requests by contractors for particular plumbers or pipefitters previously employed by the contractor and who have been laid off or terminated by the contractor within one year previous to the request shall be given preference of rehire and shall be dispatched to that contractor, regardless of the applicant's position on the out-of-work list.
- (c) Bona fide requests by the contractors for plumbers or pipefitters with special skills and abilities will be honored. The dispatcher shall dispatch persons possessing such skills and abilities in the order in which their names appear on the out-of-work list.
- (d) The employer retains the right to reject any applicant referred by the Union. Any applicant rejected for employment by the employer shall not be entitled to call-in pay. Call-in pay is restricted to those applicants who are hired by the employer.

Section 10.6

Applicants referred to the job shall report to an employment office as established.

Section 10.7

Selection and employment of the required number of apprentices and the administration of the local apprentices system shall be governed by the terms and procedures established by the Joint Apprenticeship Committee.

Section 10.8

The Union agrees, to the best of its ability, to furnish to the employer, at all times, duly qualified journeymen and apprentices in a sufficient number, as determined by the Employer, necessary to properly execute the work contracted by the employer in the manner and under the terms specified in this Agreement.

Section 10.9

If, upon request, the local union is unable with forty-eight (48) hours to supply journeymen, including journeymen with special skills, the employer may secure journeymen from any other source.

Section 10.10

Journeymen with special skills shall perform any work coming within the coverage of this Agreement.

ARTICLE XI

WAGES

Section 11.1

The straight time hourly wage rate of pay per hour under this Agreement, commencing this 12th day of June 2017 continuing until the 31st day of May, 2023 shall be set forth in Article III of this Agreement.

Section 11.2

Apprentices shall serve a term of apprenticeship as stipulated in their contract with Apprenticeship Committee. The hourly wage rate for apprentices shall be as provided in

Article III, Section 3.3 of this Agreement.

Section 11.3

Contributions to fringe benefit funds shall be made on behalf of all new apprentices starting from the first day of employment.

Section 11.4

It is the intent and purpose of this section that fringe benefit contributions on behalf of key* employees shall be paid to the fringe benefit funds of their home local unions and that there shall not be double payment of fringe benefit contributions to the funds of the home local and the funds of the local in whose jurisdiction the key employee is employed. When an Employer subject to this Agreement, whose principal place of business is within the geographical jurisdiction of this Agreement, sends a key employee represented by the Union to a job outside the area covered by this Agreement, the employee shall be paid the total economic package of the local union in whose jurisdiction he is working or of the Union party to this Agreement, which ever is higher. The fringe benefit contributions for such key employee shall be those specified in this Agreement and shall be paid on behalf of such key employee by the employer to the fringe benefit funds set forth in this agreement. When an employer who is subject to this Agreement, whose principal place of business is outside the geographical jurisdiction of this Agreement, brings in a key employee to a job in the area covered by this Agreement, the key employee shall be paid the total economic package of the Union party to this Agreement or of his home local union, whichever is higher. The fringe benefit contributions for such key employee shall be those specified in the Agreement of his home local union and shall be paid on behalf of such key employee by the employer to the fringe benefit funds set forth in the Agreement of his home local union.

- Key employee shall mean foreman or general foreman for each trade.

ARTICLE XII

HOURS OF WORK, OVERTIME & SHIFTWORK

Section 12.1

On single shift operation eight (8) hours shall constitute a day's work, other starting time and quitting time shall be by mutual agreement after contractor notifies business representative of Local Union #118. Optional starting times to be utilized between 6:00 & 8:00 a.m. The standard work day shall be the hours from 8:00 a.m. to 4:30 p.m., unless optional starting time is used.

Section 12.2

Overtime wage rates shall be as provided in Article III, Section 3.5 of this Agreement and shall be paid after eight (8) hours work on any day, Monday through Friday, and on Saturdays, Sundays, and Holidays.

1. Make-up 40 hour work week with variable starting time and for use in weather related situations only will be as follows:

Eight (8) hours shall constitute a day's work and five (5) days, forty (40) hours Monday through Saturday shall constitute the working week and 6:00 a.m. to 8:00 a.m. shall be considered the starting times.

Hours worked in excess of eight (8) hours per day and/or Saturdays to make a forty (40) hour work week, shall be optional on the part of the union member and the employer shall not take punitive action against the member for refusing to work.

Section 12.3 Shift Work

Shift work may be performed on a project-wide basis by craft or segment of craft at the option of the contractor but when performed it must continue for a period of not less than two (2) consecutive working days, Monday through Friday. Saturday and Sunday or a Holiday set forth in Section 12.4, if worked, may not be used for establishing the 2 day minimum shift work period. In the event the second or third shift

of any regular work day shall extend into a Holiday, employees shall be paid at the regular shift rate.

(a) The regular starting time for the first shift shall be 7:00 a.m. or 8:00 a.m.

(b) Second Shift – Any shift, not to exceed eight (8) consecutive hours plus a thirty (30) minute lunch period, commencing after 3:00 p.m. and ending not later than 1:00 a.m. the following day, shall be known as second shift. The shift differential shall be one dollar and twenty cents (\$1.20) per hour.

(c) Third Shift – Any shift, not to exceed eight (8) consecutive hours plus a thirty (30) minute lunch period, commencing after 11:00 p.m. and ending not later than 8:00 a.m. the following day, shall be known as third shift. The shift differential shall be six dollars (\$6.00) per hour.

Section 12.4

The following holidays, if worked, shall be paid at Double Time. The Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day before Christmas and Christmas Day.

The following Holidays if worked shall be paid at 1-1/2 time: Good Friday, day after Thanksgiving.

Section 12.5 Scheduled Overtime

Whenever scheduled weekend overtime is to be worked, but excluding work of an emergency nature, the contractor shall notify employees prior to 4:30 p.m. on Thursday, with respect to overtime work to be performed on the following Saturday and notification shall be given prior to 4:30 p.m. on Friday with respect to overtime work to be performed on the following Sunday.

Section 12.6

40 hour work week, may be worked under 4-10 option, with the employers and employee approval, Monday through Friday.

ARTICLE XIII

PAY DAY, ACCOUNTABILITY AND TERMINATION

Section 13.1

Each employer shall pay his employees on or before five (5) days after the end of each payroll period. When employees are laid off or discharged, they shall be paid in full at the time of termination of employment. If an employee quits, he will be paid in full at the end of the next regular pay period. All pay periods end on day designated by employer. If an employee is laid off and normally paid by direct deposit, they will be paid in full at the next regular scheduled direct deposit. Termination of direct deposit authorization is automatic with final correct direct deposit to employee account.

Section 13.2

Each employee shall be given a separate check stub or prepared slip showing information required by law.

Section 13.3

If an Employee is to be laid off or discharged except for cause, he shall be so notified and paid off in full, at least one-half (1/2) hour before the established quitting time.

Section 13.4 Tool Responsibility

The employees covered by this Agreement shall furnish a pair of channel lock pliers, ruler or tape, a 9 inch torpedo level, an 8" crescent wrench, pencil, notebook, soapstone holder, and combination screwdriver. All other tools are to be furnished by the employer. The employer may keep a record of such tools to guard against loss or damage to the employer's equipment. The employees covered by this Agreement who receive tools from their employers and for which a receipt is given to the employer, shall be responsible for such tools and make good for any tools lost by said employees. The employees are required to replace or pay for lost or missing tools furnished by the employer and for which the employer holds a receipt from such employees.

Section 13.5

Employers signatory to the Agreement may discharge any

employee for just cause. Just cause shall include, but not be limited to: dishonesty, sleeping on the job, fighting, violation of the Substance Abuse Policy, insubordination, unsatisfactory job performance, violation of safety rules, or other just cause shown. Upon termination, the employer will complete a notice of termination slip setting forth the reason(s) for the termination and provide copies of the same to the Union, the employee, and to the employee's personnel file. Attendance is an essential function of every employee's job. Employees who have excessive absenteeism (including tardiness or leaving early), will be subject to discipline, up to and including discharge.

ARTICLE XIV

SUPERVISION

Section 14.1

The selection of craft foreman and general foreman shall be the responsibility of the employer.

Foreman and General Foreman Work Crew Ratio	
4 to 7 men	1 Foreman
8 to 14 men	1 Foreman and 1 General Foreman
15 to 19 men	2 Foremen and 1 General Foreman

Larger jobs, 15 to 19 man ratio shall apply. No foreman shall work larger than an eight (8) man crew. Foreman and General Foreman shall receive 24 hour notice before being placed back to Journeyman status.

ARTICLE XV

SUPPLEMENTAL DEFINED CONTRIBUTION

Section 15.1

Effective June 1st, 2023, each Employer covered by this agreement shall pay monthly to the Wisconsin Pipe Trades Trust Fund the sum per hour as allocated by the membership and outlined in the wage schedule under Article III.

ARTICLE XVI

HEALTH AND WELFARE FUND

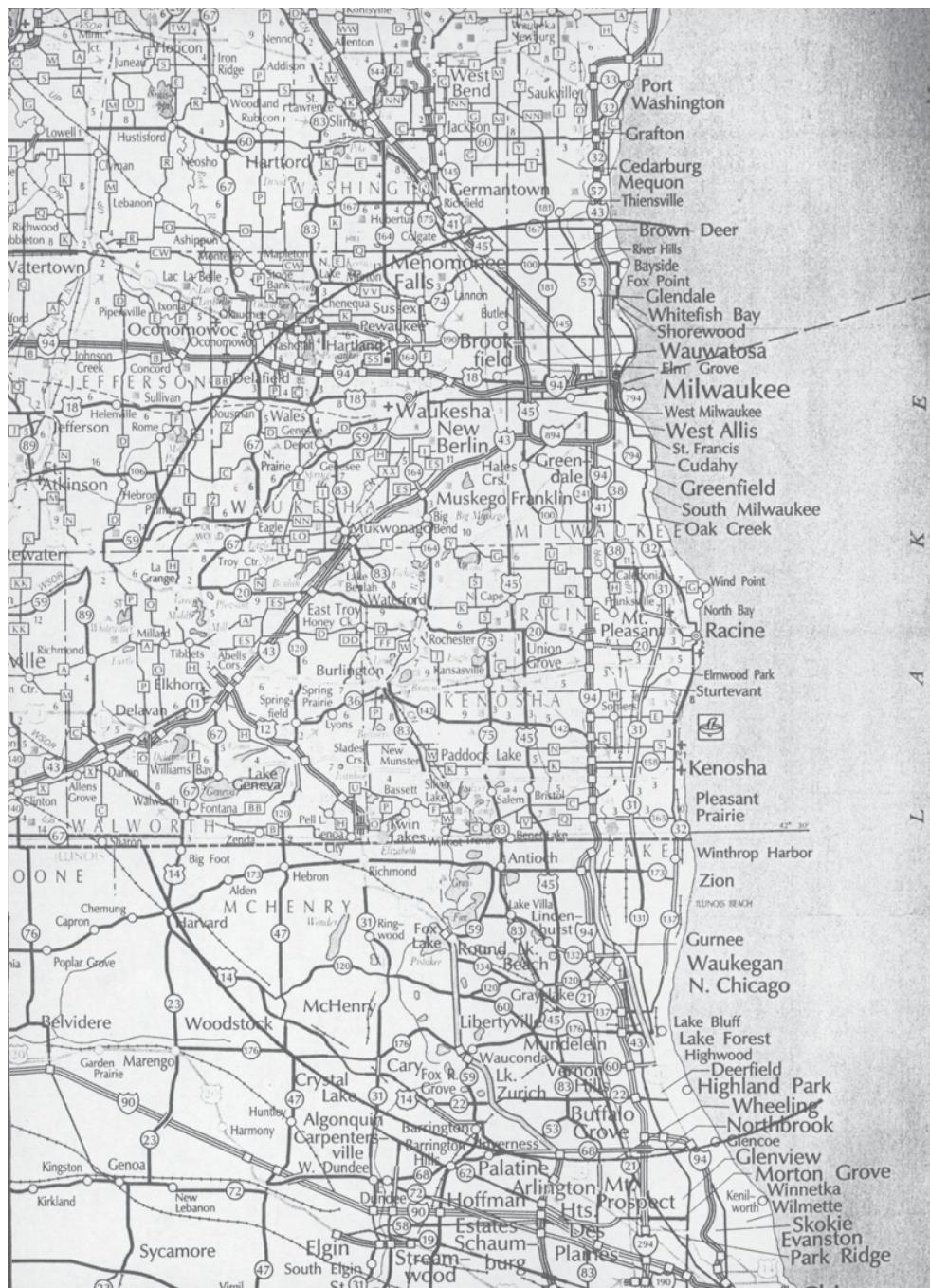
Section 16.1

Effective June 1, 1991 and for the remainder of the life of this Agreement, each Employer covered by this Agreement, shall pay monthly to the Trustees of the Wisconsin Pipe Trades Health Fund, the sum per hour as outlined in the schedule on wages under Article III, for each hour worked by and for all employees covered by this Agreement. J-Rate coverage, per the Wisconsin Pipe Trades Health Fund, Summary Plan Description (SPD) shall be paid to apprentices and Yard and Warehouse person for their first two years of employment under each category, then full insurance rate shall be paid and take effect on the 1st day after the 2nd year of coverage. The maximum time a Yard & Warehouse person or an apprentice can be covered under the J-Rate is 2 years under each category.

The employer can pay the full rate from day of hire if he so chooses.

Section 16.2

Except portions amounting to \$.01 per hour for all hours worked, all of the hourly contributions paid by Employers to the Trustees of the Wisconsin Pipe Trades Health Fund pursuant to this Article shall become part of the Trust Fund of such Health Fund and shall be used for health and welfare benefits, administrative costs and as may otherwise be prescribed in the Trust Agreement governing such Fund. The said amount of \$.01 per hour shall not become part of the Trust Fund of such Health Fund, but shall be received, held and used by such Trustees as the Employer's agents solely for the purposes of paying (i) the Employer's portion of FICA taxes payable on sick pay, (ii) FUTA taxes on sick pay, (iii) SUTA taxes on sick pay, and (iv) reasonable compensation to the Trustees for acting as such paying agent.



Section 16.3

The Associations and Union, and all Employers covered by this Agreement, agree to be bound by the terms of the Wisconsin Pipe Trades Health Fund Trust Agreement, and by all the actions of the Trustees administering such Health Fund in accordance with the Trust Agreement, Plan and rules of the Trustees, provided that such Trust Agreement, Plan and rules shall not be inconsistent with the Agreement. Each Employer covered by this Agreement accepts as Trustees the Employer Trustees appointed in accordance with the Trust Agreement, and their successors. The Union accepts the Trustees appointed by the Union in accordance with the Trust Agreement, and their successors. Each Employer and the Union hereby ratify all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

Section 16.4

Payments to the Trustees of the Health Fund pursuant to the Article are to be made at the end of each month in which the work was performed, but not later than on the fifteenth (15th) day of the following month, after which time the payments will be considered delinquent. In the event an Employer becomes delinquent in such payments to the Fund, and in view of the fact that the anticipated and actual damages are difficult or incapable of accurate ascertainment, in such event such Employer may be assessed, by the Trustees, as liquidated damages, twenty percent (20%) of such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month, on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorney's fees and any other costs and expenses reasonable arising in connection with any collection action.

Section 16.5

In the event the premiums for Health and Welfare shall increase over and above those stated herein during the term of this contract, the Base Rate shall be adjusted downward to the extent of the increase, and be remitted to the Fund by the Employer.

ARTICLE XVII

PLUMBERS AND STEAMFITTERS LOCAL 118 PENSION FUND

Section 17.1

Each employer covered by this Agreement shall pay to the Pension Fund, the sum per hour as outlined in the schedule on wages under Article III, for each hour worked by and for all employees covered by this Agreement. These payments shall be made not later than the 15th day of each month following the month for which payment is being made.

ARTICLE XVIII

EDUCATION FUND

Section 18.1

(a) Education Fund contributions by the Employer, shall be as outlined in Article III of this Agreement.

(b) Payments received by this Fund shall be used for the purpose of conducting training programs for Journeymen, Apprentices and other categories of employees covered by this Agreement and for the hiring and employment of training coordinators and instructors who are to conduct such program.

(c) Funds to be jointly administered by Local #118 and the Association as per Trust Agreement.

Section 18.2 Continuing Education

(a) Each journeyman employed by an employer covered by this Agreement shall be required to participate in Continuing

Education Programs (“CEP”) recognized or approved by the Trustees of the Education Fund.

(b) Minimum CEP attendance shall be ten (10) hours per calendar year. The Trustees of the Education Fund shall be authorized to establish rules relating to excused absences because of illness or other good cause.

(c) Three (3) hours of mandatory safety training per year will be required.

ARTICLE XIX

INDUSTRY DEVELOPMENT FUND

Section 19.1

Effective June 1, 1998, contributions to the Industry Development Fund will be made as outlined in Sec. 3.2. Employers will deduct social security, federal and state income taxes on the employees portion of the Industry Development Fund, which shall be considered as gross weekly wages.

ARTICLE XX

JOINTLY ADMINISTERED FRINGE BENEFIT FUNDS

Section 20.1

Each Employer covered by this Agreement shall contribute to the Local Union #118 Education and Pension Funds, for education and pension benefits and administrative costs, the contribution rate per hour as stated herein but not less than the contribution rate as determined by the Board of Trustees, for all employees covered by this Agreement, regardless of membership or non-membership of the Union and is from the employee's first hour of employment.

Section 20.2

In the event the premiums for Pension shall increase over and above those stated herein during the term of this con-

tract, the Base Rate shall be adjusted downward to the extent of the increase, and be remitted to the Fund by the Employer.

Section 20.3

The Association and the Union and all Employers covered by this Agreement, agree to be bound by all of the terms of the Education and Pension Funds Trust Agreement, and by all of the actions of the Trustees administering such Education and Pension Funds in accordance with the Trust Agreement, Plan and rules of the Trustees provided that such Trust Agreement, Plan and rules shall not be inconsistent with this Agreement. Each Employer covered by this Agreement hereby accepts as Trustees the Trustees appointed under said Trust Agreement by the Association and the Union, respectively, and all such succeeding Trustees as will be appointed in accordance with the Trust Agreement. The Employer hereby ratifies all actions already taken or to be taken by such Trustees consistent with applicable law and within the scope of their authority.

Section 20.4

Individual employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two hour notice in writing being served by the Union, provided the employer fails to show satisfactory proof that delinquent payments have been paid to the Local #118 Education and Pension Funds.

Section 20.5

The employer will forward by the fifteenth (15th) day of each month a monthly report on the form prescribed for that purpose by the Joint Board of Trustees.

Section 20.6

(a) Payments of the Education and Pension Funds are to be made at the end of each month, but no later than the fifteenth (15th) day of the following month after which time the payments will be considered to be delinquent. In the event an

Employer becomes delinquent in its payments to the Fund, and in view of the fact that the anticipated and actual damages are different or incapable of accurate ascertainment in such event, such Employer shall be assessed 5% of the delinquent contributions, but in any event not less than Ten Dollars (\$10.00), which amount shall become immediately payable to the Trust at its principal office as liquidated damages and not as a penalty. Payments and liquidated damages unpaid by the first day of the month following the due date shall bear interest at the maximum rate allowable by law but not to exceed 1-1/2% per month.

(b) All payments to the Education and Pension Funds for employees covered by this Agreement, and while the same is in effect, are deemed to be paid pursuant to this Agreement.

(c) The Employer shall promptly furnish to the Trustees of the Education and Pension Fund, or to their authorized agents, on demand, all necessary employment, personnel or payroll records relating to its former and present employees covered by this Agreement, including any relevant information that may be required in connection with the administration of the Education and Pension Fund. The Trustees or their authorized agents may examine such employment, personnel or payroll records whenever such examination is deemed necessary by the Trustees, or its authorized agents, in connection with the proper administration of the Education and Pension Fund.

(d) The Trustees of the Education and Pension Fund may for the purpose of collecting any payments required to be made to such Funds, including damages and costs, and for the purpose of enforcing rules of the Trustees concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to commence any such legal, equitable or administrative action against any Employer, such Employer shall be obligated to pay the respective

Fringe Benefit Fund or Funds attorney fees, auditor fees, as well as any court reporter fees, and actual costs of effecting service of papers.

ARTICLE XXI

WORK RULES AND MISCELLANEOUS PROVISIONS

Section 21.1

The following working rules are applicable to all work covered by this Agreement:

- (a) The selection of craft foremen and general foremen shall be entirely the responsibility of the Employer, it being understood that, in the selection of such foremen, the Employer will give primary consideration to the qualified men available in the local area. After giving such consideration, the Employer may select such men from other areas. Foremen and general foremen shall take orders from individuals designated by the Employer.
- (b) There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen. There shall be no restriction of efficient use of manpower other than as may be required by safety regulations, provided, however, legitimate manning practices that are a part of national or local agreements shall be followed.
- (c) Security procedures for control of tools, equipment and materials are solely the responsibility of the Employer.
- (d) Workmen shall be at their place of work at the starting time and shall remain at their place of work performing their assigned functions under the supervision of the Employer until quitting time. The parties reaffirm the policy of a fair day's work for a fair day's wages.
- (e) Practices not a part of the terms and conditions of collective bargaining agreements will not be recognized.

(f) Slowdowns and featherbedding practices will not be tolerated.

(g) STEWARD: A steward shall be a qualified workman performing work of his craft and shall exercise no supervisory functions. There shall be no non-working stewards.

1. All stewards wages for the time used to conduct union business off the job site during working hours shall be paid for by the Union.
2. Each employee shall at all times be informed as to who is shop or job steward and whenever a change is made, such change is to be reported to the employer.
3. Shop stewards must transact all matters of difference in the shop or job concerning the employees hereunder with the employers at the office and are not to interfere with the workmen until after any matter in dispute has been reported to the employer.
4. A steward shall be a working journeyman appointed by the business manager of Local #118, who shall in addition to his work as a journeyman, be permitted to perform during working hours such of his union duties as cannot be performed at other times. Such duties shall be performed as expeditiously as possible and shall not interfere with his normal daily production for his employer.
5. The steward shall not be discharged or laid off for lawful union activities. They shall protect the jurisdiction of work as set out in this Agreement and also see to it that conditions contained in this Agreement are lived up to and not to interfere with management's right to run work.

(h) There shall be no illegal strikes, work stoppages or lockouts.

(i) While overtime is not something to be encouraged, it is

understood that from time to time, employers that are signatory to this agreement may request their employees to work overtime. The working of overtime to meet unusual circumstances should be fairly considered by employees that have been requested to work such overtime

(j) The employees shall be entitled to a ten (10) minute rest break daily. Such break shall be taken from 10:00 a.m. to 10:10 a.m. when possible. However, it must be taken between 10:00 a.m. and 10:30 a.m. at work location.

(k) Protective Clothing: The employer shall furnish welding hoods, goggles, hard hats, safety glasses, welding jackets, sleeves and gloves when required for protection of their employees.

(l) Welding Certification: The Union shall refer welders to the contractor upon request. When welder has to be certified for the job, the contractor agrees to pay for the time at the prevailing wage rate and the expenses incurred by the welder taking such test for the first time. To welders who take the test a second time and fail, the contractors agrees to pay mileage and expenses only.

(m) Seniority Clause: The intent of this clause is for members of Local #118 who have been employed by a contractor for 48 consecutive weeks. They shall have seniority rights over non-members of Local #118 for layoff purposes only. Management rights shall still prevail.

(n) Tools: Each member of Local #118 shall furnish ruler, pocket level, channel locks, 8" crescent wrench, pencil, notebook, soapstone holder, and combination screwdriver.

(o) Employee Injury: Where an employee leaves work to go to a physician for emergency treatment because of an on-the-job injury, he shall be paid for time lost not to exceed two (2) hours provided he returns promptly to the job unless the physician gives the employee a slip advising him not to return to work. But in no case shall his total wages exceed eight (8) hours.

(p) Reporting Accidents: The foreman in charge of the work

shall report immediately to the employer any accident which may occur or in the absence of a foreman, the journeyman in charge of the work shall do so.

(q) Shop Location: For the purpose of determining the location of shops for non-resident contractors having no established place of business in this jurisdiction, the intersection of Highway 32 and County Trunk KR shall be considered as the non-resident contractor's shop. The term shop as used herein shall mean the employers principal place of business and not a temporary shop established on the site of the construction project.

(r) Non Transferability of Agreement: This Agreement shall not be transferable by any employer either by actions of such employer or by operation of law. In the event any employer, whether an individual, partnership or corporation covered by this Agreement, merges, consolidates, or transfers a controlling interest in his, their or its business, the contract may be cancelled by the Union or the employer.

(s) Management shall have the right to equip company vehicles with global positioning systems (GPS) equipment.

Section 21.2

An employee, after being hired and reporting for work at the regular starting time and for whom no work is available, shall receive pay for two (2) hours at the basic straight time hourly rate of wages, unless he has been notified before leaving his home not to report. In order to qualify for the pay provided for in this article . . . the Employee must remain on the job available for work during the period of time for which he is to receive pay unless released sooner by Employer's supervisor. Exceptions, however shall be when strike or weather conditions make it impossible to put such an employee to work, or when stoppage of work is occasioned thereby, or when an employee leaves work of his own accord. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid. (The intent of the Union is that show-up time is not payable when

the workman appears for work in an unfit condition or without proper tools or clothing.)

Section 21.3

After starting to work and work is stopped because of weather conditions, the employee shall receive pay for the actual time on the job but, in no event, less than two (2) hours. The employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on an overtime day, or on shift work, the premium rate shall be paid. In order to qualify for the pay provided for in this Article, the employee must remain on the job, available for work during the period of time for which he received pay unless released sooner by the Employer's Principal Supervisor.

Section 21.4

When an Employer considers it necessary to shut down a job to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee, in such cases employees will be compensated only for the actual time worked.

ARTICLE XXII

FABRICATION

Section 22.1

The parties agree that this Article is a material and substantial part of this agreement establishing terms of employment, and that the breach of any provision of this Article constitutes a substantial breach of this Agreement. The parties agree that, upon a breach of this Article, either party may, at its option, seek enforcement by judicial determination or by other judicial relief that it deems appropriate or it may submit the violation of this Article to arbitration in accordance with Article IX.

Section 22.2

All pipe may, at the option of the employer, be fabricated on the job or in a shop within the territorial area defined in

Appendix A by Journeyman and apprentice employees who are covered by this Agreement, receiving the Building Trades rate of pay and working under conditions set forth in this Agreement.

ARTICLE XXIII

SUBCONTRACTING

Section 23.1

The employer agrees that he will not subcontract or sublet any work covered in Article VII to be performed at the site of construction, repair or alteration unless the employer to whom the work is subcontracted or sublet is a signatory to a Union Agreement.

ARTICLE XXIV

DURATION, TERMINATION AND RENEWAL OF AGREEMENT

Wages Re-open 06-01-2020

Section 24.1

This Agreement, which is in force and effect until May 31, 2023, shall automatically renew itself for an additional period of one (1) year from the termination date hereof unless either party serves written notice upon the other sixty (60) days prior to its expiration date requesting that it be amended or terminated. The other party shall reply to any demands or requests contained in such notice at least thirty (30) days prior to the expiration date of this Agreement. In the event such notice is given by the Union, the same shall also constitute the sixty (60) day strike notice required by the Taft-Hartley Act.

Section 24.2

If a timely written notice has been served by either party in accordance with Section 24.1 and local facilities to resolve disputes over wages, hours and working conditions have failed of settlement, the Union and Association may voluntarily mutually agree to submit the dispute to the Industrial Relations Council for the Plumbing and Pipe Fitting Industry (IRC). Where the Union and the Association have so volun-

tarily agreed and the IRC has accepted the dispute, the decision of the IRC shall be final and binding on the Union and the Association. Pending the IRC's final decision, all terms and conditions of this Agreement shall continue in full force and effect, pending final decision by the IRC.

Section 24.3

The Union agrees that it will use its best efforts, when negotiating labor agreements with contracting employers not covered by this Agreement, to have such labor agreements provide for wages, hours and other conditions of employment which are economically equivalent to those provided for in this Agreement.

ARTICLE XXV

TRAVEL

Section 25.1

Free travel within Local No. 118 jurisdiction, in personal vehicle. Free travel (2 men in a company truck) 40 miles from KR and I-94 outside Local No. 118 jurisdiction.

This provision applies only to vehicles taken to employees home.

Free travel in a personal vehicle from:

- 1.) Layton Avenue and I-94 east to Lake Michigan and West to Hwy. 67 and then south to Local 118 jurisdiction.
- 2) Hwy. 120 and I-94 east to Lake Michigan and west to Hwy. 47 and then north to Local 118 jurisdiction.

If a second employee is required to ride in the same company vehicle he should not be required to travel in an unusual non-direct route.

Employees will be paid .45¢ per mile as follows:

- 1.) Outside Local No. 118 jurisdiction in employees vehicle.
- 2.) Outside 40 mile radius in company vehicle.

(*Refer to Map on Center Pages of this book.)

ARTICLE XXVI

JURY DUTY

Contact Wisconsin Pipe Trades Health Fund.

ARTICLE XXVII

SUBSTANCE ABUSE POLICY

Section 27.1

- (a) The Employer and the Union acknowledge that substance abuse is a serious and complex, but treatable, condition/disease that negatively affects the productive, personal and family lives of employees and the stability of companies; and
- (b) The Employer and the Union are committed to addressing the problems of substance abuse in order to ensure the safety of the working environment, employees and the public, and to providing employees with access to necessary treatment and rehabilitation assistance; and
- (c) The Employer and the Union have defined a program of employee assistance and have provided coverage to assure that employees requiring treatment and rehabilitation resulting from their substance abuse can receive such services without undue financial hardship; and
- (d) Appropriate efforts will be undertaken by the Employer and the Union to establish employee understanding that the experience of alcohol or other-drug problems is not, of itself, grounds for adverse action. Employees will be strongly encouraged and sometimes directed (after positive testing) to self-refer and to seek and receive the services of the employee assistance program prior to such problems affecting job performance or resulting in on the job incidents; and
- (e) It is the policy of the Employer that no employee may report to work or be on the job while any drug, including alcohol, is in his/her body in excess of the concentration cutoff

levels established in the Substance Abuse Program (hereinafter "Program"), which is incorporated herein by reference and made a part of this Agreement, whether because of off-duty or on-duty use. Disciplinary action for violations of this policy may occur only after the medical review officer has deemed an employee's drug test results to be positive, and only after the employee has been given access to the services of the employee assistance plan and has failed to seek and obtain those services, all in accordance with the Program.

Section 27.2

The Employer and the Union have agreed to a program for the testing of employees, set forth in the Program, and is hereby made a part of this Agreement. Effective 06-01-2000 the MCAW/WPT is the drug policy used.

Section 27.3

Any disputes arising under this Article or the Program shall be subject to the procedures set forth in Article IX.

Section 27.4

All costs and expenses of administering this Article and the Program shall be borne by the Employer, except the cost of employee-requested retesting as provided in the Program, and except that the costs of the Family Assistance Plan shall be borne by the Wisconsin Pipe Trades Health Fund, in accordance with the provisions of the Plan documents and the Trust Agreement.

Section 27.5

In the event that State or Federal laws provide additional requirements for substance abuse testing, those requirements shall be incorporated in the Program, and be subject to the procedures set forth in Article IX. In the event a project owner or agent requires testing outside the scope of, or inconsistent with, the terms of the Program, the Association and the Union agree to discuss the required testing. Such testing will be permitted upon agreement by the Association member so required shall be permitted to implement such testing upon the provision of notice to the Union, directly or

through the Association.

Section 27.6

By signing this Agreement, the Union does not waive any rights which are otherwise available to the employee under State or Federal law.

ARTICLE XXVII

WISCONSIN PIPE TRADES 401(k) TRUST FUND

Section 28.1

There shall be paid monthly, by each Employer covered by this Agreement, to the Wisconsin Pipe Trades 402(k) Plan and Trust (hereinafter "401(k) Trust Fund") any and all amounts of compensation which any employee covered by this Agreement, has agreed to defer and deposit in the Fund for the immediately preceding month in accordance with the terms and provision of the Fund's controlling documents and the procedures established in writing by the Fund's Trustees.

Section 28.2

Each Employer shall be obligated solely to deposit amounts in the 401(k) Trust Fund which are agreed to be deferred by employees, and no Employer shall be obligated for any other amount, including but not limited to any fees, expenses or other costs associated with the maintenance, operation and administration of the Fund. Contributions to the fund shall be made in accordance with the procedures established in writing by the Fund's Trustees.

Section 28.3

Payments to the 401(k) Trust Fund are to be made at the end of each month in which the work was performed, but not later than the fifteenth (15th) day of the following month, after which time the payments will be considered to be delinquent. In the event an Employer becomes delinquent in such payments to the Fund, and in view of the fact that the anticipated actual damages are difficult or incapable of accurate ascertainment, such Employer may be assessed, by the Trustees, as liquidated damages, twenty percent (20%) of

such delinquent payments and further such delinquent Employer shall be required to pay interest at the maximum rate permitted by law, not to exceed one and one-half percent (1-1/2%) per month on the unpaid and delinquent balance (including unpaid past due liquidated damages, if any) owed. In the event that the Trust Fund's Administrative Manager refers the delinquency to legal counsel for collection, then such Employer shall be obligated to pay, in addition to such liquidated damages and interest charges, reasonable attorneys' fees and any other costs and expenses reasonably arising in connection with any collection action.

Section 28.4

The Trustees of the 401(k) Plan (to which Funds payments are required to be made by Employers covered by this Agreement), may for the purpose of collecting any payments required to be made to such funds or corporations, including damages and costs, and for the purpose of enforcing rules of the trustees and directors concerning the inspection and audit of payroll records, seek any appropriate legal, equitable and administrative relief and they shall not be required to invoke or resort to the grievance or arbitration procedure otherwise provided for in this Agreement. In the event it becomes necessary to initiate any such authorized action against any Employer, such Employer shall be obligated to pay, to the respective funds or corporations, reasonable attorneys' fees as well as any court reporter fees, filing fees and the actual cost of effecting service of papers.

APPENDIX A

This Agreement shall apply to and cover all employees of an Employer employed to perform or performing plumbing, heating and piping work as listed hereinafter within the geographical jurisdiction allocated to the local union by the United Association.

1. All piping for plumbing, water, waste, floor drains, drain grates, supply leader, soil pipe, grease traps, sewage and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.

3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.

4. All water services from mains to buildings, including water meters and water meter foundation.

5. All water mains from whatever source, including branches and fire hydrants, etc.

6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms shower stalls, etc.

8. All bathroom, toilet room and shower room accessories, i.e. towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.

9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.

10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description. (Not applicable to this Agreement.)

12. All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

13. All piping for railing work, and racks of every description, whether screwed or welded.

14. All piping for pneumatic vacuum cleaning systems of every description.

15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.

16. All marine piping, and all piping used in connection with ship building and ship yards.

17. All power plant piping of every description.

18. The handling, assembling, and erecting of all economizers, super heaters, regardless of the mode or method of

making joints, hangers, and erection of same.

19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.

20. All soot blowers and soot collecting piping systems.

21. The setting, erecting, and piping for all smoke consuming and smoke washing and regulating devices.

22. The setting, erecting, and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensation equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.

24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals, and by-products and refining of same, for any and all purposes.

25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil power fuel, hot and cold air piping, and all accessories and part of burners and stokers, etc.

26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps and mixing devices, and piping thereto of every description.

28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.

29. All fire extinguishing systems and piping whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc. (Not applicable to this Agreement.)

30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.

31. All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.
32. All piping for power or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging, testing and servicing of all work after completion.
34. All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers, boilers and cooking utensils, etc. of every description.
36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins and aeration basins.
37. All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit and boxers, used in connection with the pipe fitting industry.
41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.
47. The handling and usage of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeyman members of the United Association.
49. All piping for cataracts, cascades, (k.3. artificial waterfalls), make-over water fountain, captured waters, water towers, coolings towers, and spray ponds used for industrial, manufacturing, commercial or for any other purpose.
50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood or any other kind of material, or product manufactured into pipe usable in the pipe fitting industry, regardless of size or shapes.

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding is entered into between Plumbers & Steamfitters Local Union No. 118 ("Union") and the Mechanical Contractors, S.E., Inc. ("Association"), and is intended to be incorporated into the current collective bargaining agreement between the Association and the Union.

1. The Association and the Union hereby incorporate by reference the United Association Standard for Excellence.

THE UNITED ASSOCIATION STANDARD FOR EXCELLENCE

The United Association Standard for Excellence is a labor-management commitment to uphold the highest industry standards for quality in the workplace and ensure customer satisfaction. Highlights - including both labor and management obligations - are presented below.

Member and Local Union Responsibility

To ensure the UA Standard of Excellence platform meets and maintains its goals, UA business managers, along with the implementation team that includes shop stewards and local membership, shall ensure all members:

- Arrive at work on time.
- Adhere to contractual lunch and break times. (Personal cell phones are only permitted during these times.)
- Have the required tools that are stipulated in the Collective Bargaining Agreement.
- Respect tools and equipment supplied by employer.
- Utilize the local union and international training and certification system to enhance their skill level.
- Adhere to the zero tolerance substance abuse policy.

- Be productive on the job site.
- Eliminate disruptions. Ensure safe on-time completion of projects.
- Respect the customer's property. Vandalism will not be tolerated.
- Dress appropriately for their highly skilled and professional craft. (Offensive words or symbols on clothing will not be permitted.)
- Respect and adhere to employer and customer rules and policies.
- Follow management directives.

Employer and Management Responsibilities

MCAA/MSCA/PFI/MCPWB/PCA/UAC and NFSA and its signatory contractors have the responsibility to manage their jobs effectively. They have the following responsibilities under the UA Standard of Excellence:

- Ineffective superintendents, general foremen, foremen, journey workers, and apprentices will be returned to the referral hall.
- Provide worker recognition for jobs well done.
- Ensure blueprints, specifications, job layout instructions and materials are readily available.
- Provide storage for tools.
- Provide leadership to jobsite supervisors.
- Ensure job site leadership takes responsibility for mistakes created by management decisions.
- Be fair and consistent with disciplinary action.
- Create and maintain a safe work environment.
- Promote and support continued education and training.
- Employ an adequate number of properly trained employees to efficiently complete the work assigned.
- Treat all employees in a respectful and dignified manner.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed this _____ day of _____, by its proper officers.

Local Union #118 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

By _____
Business Manager

By _____
Business Representative

Employer _____

By _____

Title _____

A corporation in the State of _____

A Partnership _____

Individual Owner _____

Address _____

Telephone (_____) _____